

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

CHARLES F. WARGO	:	NO: 13-cv-7442
	:	
v.	:	JURY TRIAL DEMANDED
	:	
CBRE, INC., and RICHARD	:	
SCHLEICHER	:	CIVIL ACTION

STIPULATION TO ARBITRATION FORUM

Plaintiff, Charles F. Wargo, and Defendants; CBRE, Inc. and Richard Schleicher, hereby agree and stipulate as follows:

1. This matter involves claims of sex and age discrimination and retaliation, all of which arise from or are related to the Plaintiff's former employment with Defendant CBRE, Inc. or the termination of that employment. The actions alleged in this matter by the Defendant, Richard Schleicher, were in his capacity as an employee and agent of CBRE, Inc.

2. At or about the inception of the said employment, the Plaintiff and Defendant entered into an employment agreement, a copy of which is attached hereto, under which the parties agreed to resolution of disputes or claims such as those alleged herein by confidential binding arbitration.

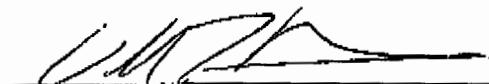
3. Accordingly, the parties hereby agree to the arbitration of this matter, in accordance with the said agreement, except as hereinafter set forth.

4. The provision of the said agreement whereby "each party shall pay for its own costs and attorneys' fees, if any," is modified so that the determination of

responsibility for costs and attorneys' fees shall be governed by the substantive law applicable to the claims decided by arbitration.

5. This matter will be stayed pending its outcome at arbitration. *Lloyd v Hovensa, LLC*, 369 F. 3d 263 (3d Cir. 2004).

6. Defendants are relieved from filing any responsive pleading to the Complaint with the Court, but may file a response with the arbitrator duly chosen by the parties within twenty (20) days of the appointment of the arbitrator.



William T. Wilson (ID #41793)
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Attorney for Plaintiff

/S/ Robert C. Nagle

Robert C. Nagle, Esq.
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Attorney for Defendant CBRE, Inc.

date: 3/5/14

APPROVED:



L. FELIPE RESTREPO, J.

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Mary Jo Fallon
Managing Director

CB Richard Ellis, Inc.
Asset Services

1900 John F Kennedy Boulevard
10th Floor
Philadelphia, PA 19103-7478

215 561 8900 Main
215 561 8929 Tel
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November 11, 2005

maryjo.fallon@cbre.com
www.cbre.com

Mr. Charles Wargo
138 Barcladen Road
Rossmont, PA 19010

Dear Chas,

Congratulations on your new opportunity with CB Richard Ellis! We hope you will find challenge and satisfaction in your new position with our Company. This letter serves to confirm the complete terms of employment in your new employment opportunity and upon the effective date, will replace and supersede all previous terms of employment and all oral discussions regarding those terms of employment.

Position: *SA, Real Estate Manager*

Effective Date: October 23, 2005

Salary: \$3,000 per bi-weekly pay period (\$78,000 annual equivalency)

Other Compensation: You may be eligible to receive commissions on the following:

Construction Management Fees - up to 20% of AS house
Leasing Commissions - up to 25% of the AS house
Sale Commission - up to 10% of the AS house

Payment of these commissions is at the sole discretion of the Asset Services Market Leader.

Additional Employment Agreements: You must sign the Broker-Real Estate Manager Contract.

Bonus: You will be eligible to receive a discretionary performance bonus of up to 10% of your base salary. The amount of this bonus will be determined by your performance as based upon Performance Priorities to be mutually agreed upon between you and your direct supervisor in close collaboration with the Client of the property or properties for which you are responsible. Bonus payments are contingent upon Company profitability and in all cases, are paid at the sole discretion of the Company as directed by the Client of the property or properties for which you are responsible. An express condition of earning this bonus is your continued employment through the date bonuses are paid. The Company date is presently in March of the succeeding year, but this date may be different in accordance with Client direction. The Company reserves the right to change this date, as it deems appropriate. Should you leave our employment for any reason prior to this date on which bonuses are paid, no bonus will be payable.

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Benefits: Participation in the corporate fringe benefits package including medical, dental, vision, disability, health care and dependent care reimbursement accounts, life and AD&D insurance commences on the first day of the month following 31 days of continuous employment with CB Richard Ellis.

CB Richard Ellis' enrollment process is online through our Employee Self-Service application. Please review the Benefit reference materials online through our Company Intranet, the Navigator. You can access the Navigator with the following link: <http://navigator.cbrichardellis.com/default>. Please also check with your manager or local office administrator during your first week of employment for further direction on how to access benefits reference materials online and how to complete your online enrollment. It is critical that you enroll immediately following the start of your employment as the period you have to enroll online is brief and based on the date your new hire paperwork is entered into the Human Resources application.

You are eligible to participate in the 401(K) Plan on your date of hire. However, your active participation begins with the first pay period after you have called Vanguard to designate your contribution percentage and make your investment selections. You may call Vanguard at 800/523-1148 to enroll. You may also enroll online at www.vanguard.com by entering some personal information and our plan number 092098.

Paid Time Off (PTO): As outlined by Company policy, employees earning a base salary or \$75,000 and above (Highly Compensated Employees – HCE) are eligible to take unlimited Paid Time Off (PTO) subject to the prior authorization of their manager and so long as the employee is performing satisfactorily and meeting employee's performance priorities. In addition to the HCE PTO Program, employees within this income category may also be entitled to enhanced Severance and Leave of Absence benefits.

Confidentiality: The protection of confidential information and trade secrets is essential for CB Richard Ellis, its companies and employees' future security. To protect such information, employees may not disclose any trade secrets or confidential information (defined further in the Employee Handbook). The Company's Confidentiality Policy is ongoing even after employment with the Company terminates.

Arbitration: In the event of any dispute or claim between you and CB Richard Ellis (including all of its employees, agents, subsidiary and affiliated entities, benefit plans, benefit plans' sponsors, fiduciaries, administrators, affiliates; and all successors and assigns of any of them), we jointly agree to submit all such disputes or claims to confidential binding arbitration and waive any right to a jury trial. The claims and disputes subject to arbitration include all claims arising from or related to your employment or the termination of your employment including, but not limited to, claims for wages or other compensation due; claims for breach of any contract or covenant (express or implied); tort claims; claims for discrimination (including, but not limited to, race, sex, religion, national origin, age, marital status, or medical condition or disability); claims for benefits (except where an employee benefit or pension plan specifies that its claims procedure shall culminate in an arbitration procedure different from this one); and claims for violation of any federal, state, or governmental law, statute, regulation, or ordinance. The arbitration (i) shall be conducted pursuant to the provisions of the arbitration rules of the state in which you are or were last employed by CB Richard Ellis (e.g., In California, the California Arbitration Act) or in absence of state law the Federal Arbitration Act; and (ii) shall be heard before a retired State or Federal judge

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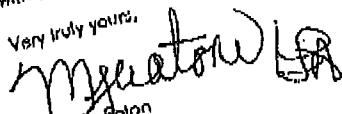
Termination:

in the county containing the Company's office in which you were last employed. The Company shall pay for all fees and costs of the Arbitrator; however, each party shall pay for its own costs and attorneys' fees, if any.

CB Richard Ellis is an "at will" employer which means that either you or CB Richard Ellis may terminate the employment agreement at any time with or without notice or cause.

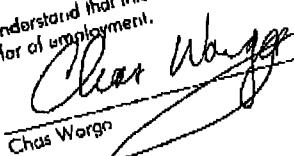
Your signature on this letter indicates your acknowledgement and acceptance of these terms of our new employment agreement. Please return the signed original to me as soon as possible. I hope you find this new opportunity challenging and rewarding in every respect and I look forward to working with you in this assignment.

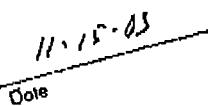
Very truly yours,



Mary Jo Bolon
Managing Director

I understand that this letter represents the full and complete terms of this employment offer and I accept this offer of employment.


Chas Wargin


Date
11/15/05